



MEETING DATE: 9/18/06
ITEM NO: 6

COUNCIL AGENDA REPORT

DATE: SEPTEMBER 12, 2006
TO: MAYOR AND TOWN COUNCIL
FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PPW-JOB NO. 06-07 - CURB, GUTTER, & SIDEWALK REPLACEMENT
FOR FISCAL YEAR 2006-07 - PROJECT 0349

- A. ADOPT RESOLUTION DECLARING CB CONSTRUCTION COMPANY TO BE THE LOWEST RESPONSIBLE BIDDER ON THE PROJECT AND AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$68,920.75
- B. AUTHORIZE STAFF TO EXECUTE FUTURE CHANGE ORDERS TO THE CONSTRUCTION CONTRACT AS NECESSARY UP TO AN AMOUNT OF \$10,000

RECOMMENDATION:

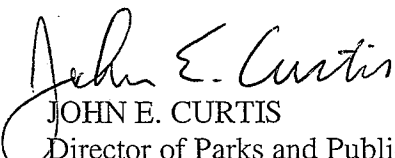
1. Adopt resolution declaring CB Construction Company to be the lowest responsible bidder on the project and award a construction contract in the amount of \$68,920.75.
2. Authorize staff to execute future change orders to the construction contract as necessary up to an amount of \$10,000.

BACKGROUND:

This project funds the annual repair and replacement of damaged curbs, gutters, and sidewalks throughout Town. Locations for repair and replacement work are identified throughout the year by Parks and Public Works Department staff and requests received from the public. The primary cause of damage to the concrete curb, gutter, and sidewalks are tree roots near such facilities.

In conjunction with the replacement of damaged concrete, tree roots are also pruned to minimize further damage to the new curb, gutter, and sidewalks.

PREPARED BY:


JOHN E. CURTIS

Director of Parks and Public Works

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Reviewed by: _____ Assistant Town Manager OK Town Attorney
_____ Clerk Administrator MP Finance _____ Community Development

MAYOR AND TOWN COUNCIL

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DISCUSSION:

Staff prepared plans and specifications for these improvements. Three (3) bids for the Curb, Gutter, and Sidewalk Replacement project were received on September 6, 2006. A summary of the bids received is attached to this report.

Staff has checked all of the bids received and has determined that CB Construction Company is responsible and that its bid is responsive. It is recommended that the Council adopt the attached Resolution declaring CB Construction Company to be the lowest responsible bidder on this project and award a construction contract in the amount of \$68,920.75.

Further, it is recommended that Council authorize staff to execute future change orders to the construction contract up to an amount of \$10,000, for a total project amount of \$78,921. Given the variables associated with this type of construction, this change order amount is adequate to cover the cost of unforeseen circumstances that may arise during the course of construction, and/or for additional quantities of work that may exceed those included in the awarded contract. The construction of this project is anticipated to be completed by November 2006.

CONCLUSION:

Staff recommends that the Council accept the staff recommendations noted above.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption will not be filed.

FISCAL IMPACT:

Funding is available from the FY 2006-07 Curb, Gutter and Sidewalk Project as follows:

FY 2006-07 CURB, GUTTER AND SIDEWALK PROJECT					
FY 2006/07 Fiscal Impact	Budget Funding	YTD Expenditures	Available Funding	Project Amount	Remaining Budget If Approved
Project Funds 400-0349	138,232	35,000	103,232	78,921	24,311
TOTALS	138,232	35,000	103,232	78,921	24,311
TOTAL EXPENDITURES BY CATEGORY:					
Staff Labor		-			
Materials		-			
Construction		-		68,921	
Contingency		-		10,000	
TOTALS		-		78,921	

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MAYOR AND TOWN COUNCIL

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Attachments:

1. Resolution awarding construction contract (Exhibit A) to CB Construction Company
2. Bid Summary

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AWARDING A CONSTRUCTION CONTRACT TO
CB CONSTRUCTION COMPANY
FOR PPW JOB NO. 06-07
CURB, GUTTER, AND SIDEWALK REPLACEMENT
FOR FISCAL YEAR 2006-07**

WHEREAS, bids were sought in conformance with State and Town law for PPW Job No. 06-07 – Curb, Gutter, and Sidewalk Replacement Project; and

WHEREAS, CB Construction Company submitted the lowest bid which the Town Council deems to be responsive to the Town's solicitation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that CB Construction Company is declared to be the lowest responsible bidder for PPW Job No. 06-07- Curb, Gutter, and Sidewalk Replacement Project.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized and directed to execute a construction contract (Attached as Exhibit A) for said project on behalf of the Town in the amount of \$68,920.75.

BE IT FURTHER RESOLVED, that staff is authorized to execute future change orders, as necessary, up to an amount of \$10,000.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of September, 2006, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED: MAYOR OF THE TOWN OF LOS GATOS/
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

CONTRACT

THIS AGREEMENT is between the **Town of Los Gatos** (hereinafter referred to as "Owner") and **CB Construction Company** (hereinafter referred to as "Contractor"). Owner and Contractor, for the consideration hereinafter named, agree as follows:

A. SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of **PPW Job No. 06-07 - Curb, Gutter, and Sidewalk Replacement Project** for Fiscal Year 2006-07 in accordance with the Contract Documents.

B. CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the Work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the Work, and the whole thereof, in the manner and according to the Contract Documents, Owner shall pay (sixty eight thousand nine hundred twenty dollars and seventy five cents) **(\$68,920.75)**, which shall supersede any other amount specified in the Contract Documents.

C. CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The Contract Documents are defined in Part I, Section 1-1.01(A) of these Specifications and are incorporated herein by reference the same as though set out in full.

D. BEGINNING OF WORK

Following the execution of this Contract and the approval of bonds and insurance policies and certificates, Owner shall issue a *Notice to Proceed* with the Work. Commencing work or the entrance of equipment or materials on the site of the Work by Contractor before receipt of the *Notice to Proceed* is at the sole risk and expense of Contractor, and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting there from.

E. TIME OF COMPLETION

The Work called for herein shall be fully completed by (30) working days of Contractor's receipt of the Notice to Proceed.

F. CORRECTION OF WORK AFTER ACCEPTANCE AND FINAL PAYMENT BY TOWN

Contractor shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting there from which shall appear within a period of 2 years from the date of recording of the *Notice of Completion*.

G. LIQUIDATED DAMAGES

The undersigned has reviewed and is thoroughly familiar with the appropriate sections of the Contract and Part II, Section 8-1.03 of these Specifications pertaining to liquidated damages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of day of _____, 20____.

TOWN OF LOS GATOS, by:

Debra J. Figone, Town Manager

RECOMMENDED BY:

John E. Curtis
Director of Parks and Public Works

APPROVED AS TO FORM:

Orry P. Korb, Town Attorney

ATTEST:

Clerk Administrator

CONTRACTOR, by:

CB Construction Company

(Signature)

(Print Name)

(Address)

(City, State, Zip)

(Contractor's License Number)

**Town of Los Gatos Parks and Public Works Department
Curb, Gutter, & Sidewalk Repair & Replacement Project #06-07
Certified Bid Tabulation Bid opening: September 6, 2006 at 10:00 A.M. at the Civic Center**

Item No.	Description	Quantity	Unit	Engineers Estimate				CB Construction				Santa Clara Construction				Joseph J. Albanese, Inc.			
				Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Sidewalk	1,865	SF	20.00	37,300.00	15.00	27,975.00	18.45	34,409.25	36.00	67,140.00								
2	Curb & Gutter	525	LF	60.00	31,500.00	63.23	33,195.75	63.85	33,521.25	120.00	63,000.00								
3	Root Prune	30	EA	200.00	6,000.00	175.00	5,250.00	494.00	14,820.00	200.00	6,000.00								
4	Concrete Base for Oak Meadow Park Sign	25	CF	200.00	5,000.00	100.00	2,500.00	253.00	6,325.00	140.00	3,500.00								
COMBINED PROJECT TOTAL					\$79,800.00		\$68,920.75		\$89,075.50		\$139,640.00								

This certifies that all bids were received and opened on September 6, 2006, and that this is a copy of the bid tabulation with bids corrected for errors in addition & multiplication. By: